HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.25286 of 2006

Dated:06.12.2006

Between:

B.Varun Reddy.

…Petitioner

and

The Principal Secretary to Government, and others.

…Respondents

HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.25286 of 2006

ORDER:

The petitioner is a minor represented by his father. He allegedly purchased land admeasuring 355 square yards in Plot No.295 in Survey No.200 situated at Kukatpally Village under agreement of sale dated 01.08.2003 from his vendor Smt.Laxmi Prasanna. She purchased the same from one G.Pratap Reddy, who himself got the property from Bhagyanagar Co-operative Housing Society Limited, Kukatpally. The petitioner filed the present Writ Petition assailing the orders of the Government in G.O.Ms.No.1136, dated 10.08.2006, whereunder the Government allotted different extents of lands under Section 23(4) of the Urban Land (Ceiling and Regulation) Act, 1976, to as many as twenty three persons. The land is comprised in various plot numbers. Plot Nos.295 and 152 were allotted/regularized in favour of the third respondent herein and one Smt.Krishna Veni. The petitioner seeks a writ of certiorari quashing the impugned Government Order insofar as it relates to allotment of Plot No.295 to the third respondent.

The learned Counsel for the petitioner strenuously submits that the petitioner has filed a suit, being O.S.No.47 of 2005, on the file of

the Court of the I Additional Senior Civil Judge, Ranga Reddy District, for specific performance of agreement of sale, dated 01.08.2003, against
the vendor of the petitioner, and the vendor of the petitioner's vendor, Pratap Reddy, as well as the third respondent, and therefore, as required under para 4(c) of G.O.Ms.No.455, dated 29.07.2002, the Government ought not to have passed orders in respect of Plot No.295. He submits that the sale deed produced before the Government was in fact obtained by the vendor of the petitioner's vendor, and therefore, the impugned Government Order is unsustainable.

This Court has perused the copy of the plaint in O.S.No.47 of 2005. The same is filed for specific performance of agreement of sale allegedly obtained by the petitioner from Smt.Laxmi Prasanna. Unless and until the petitioner succeeds in the suit, at present he cannot be said to have any absolute right, but only inchoate right. Secondly, the third respondent is the third defendant against whom an allegation is made that he is trying to grab the property. In that case, any decree that may be passed by the civil Court for specific enforcement of agreement of sale as against the first defendant therein is also binding on the third defendant if he is allegedly claiming title to the second defendant or claiming title in himself. In that view of the matter, Clause 4(c) of G.O.Ms.No.455, dated 29.07.2002, is no bar for issue of the impugned Government Order. Further a reading of Clause 4(c) of G.O.Ms.No.455 would show that for regularization in respect of excess lands covered by Writ Petitions, Suits, Land Grabbing cases pending before the Courts shall have to be considered only after they are finally disposed of or they are withdrawn by the parties. The pendency of the specific performance of suit by the petitioner does not come within the categories of cases.

The Writ Petition is misconceived, and is accordingly dismissed. No costs.

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(V.V.S.RAO, J)

06.12.2006
vs